Local 277, International Brotherhood of Teamsters, AFL–CIO *and* J & J Farms Creamery Co., Inc. Case 29–CE–110

August 27, 2001

DECISION AND ORDER

BY CHAIRMAN HURTGEN AND MEMBERS LIEBMAN AND TRUESDALE

On February 25, 2000, Administrative Law Judge Howard Edelman issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

The complaint alleges that the Respondent Union violated Section 8(e) of the Act on or about June 11, 1999, pursuant to an arbitration award which reaffirmed a contractual provision (article 30) and thereby required Charging Party J & J Farms Creamery Co., Inc. (the Employer) not to do business with another employer or person. The judge found a violation, and we affirm for the reasons set forth below.

In January 1999, the Employer decided to discontinue its trucking operations and subcontract that part of its business to an independent trucker. Thereafter, the Respondent informed the Employer that subcontracting of the drivers' work would violate various provisions of the parties' collective-bargaining agreement, including Article 30. In pertinent part, article 30 states as follows:

ARTICLE 30-PARTNERSHIP AND CORPORATIONS

> In case of a partnership, or corporation, one member thereof, to wit:_____, may perform necessary services usually performed by employees covered by this agreement, but only within the provisions of this contract, without being a member of the Union. All other partners or members of the firm or stockholders who perform services usually performed by an employee covered by this agreement shall be required to become or remain members of the Union, in accordance with the provisions of paragraph 2(a) hereof. It is agreed that all merchandise sold to retailers shall be picked up and delivered only by members of the Union, anything in this agreement to the contrary notwithstanding. In any event, all working Employers, Union or non-Union, must conform with Article 8 of this agreement.

On April 22, the Employer made a demand for arbitration. The arbitrator considered article 30 with article 29 of the parties collective-bargaining agreement. Article 29 provides, inter alia, that:

> The work shall be performed by the employees of the Employer employed pursuant to the wage scale and working conditions set forth in the agreement, or by employees of any other employer who enjoys at least the same wages, hours and working conditions as employees covered by the agreement.

On June 11, the arbitrator issued his award finding, in relevant part, as follows:

> The Company may subcontract or out-source its trucking operation to a subcontractor or other independent employer, and layoff its present trucking operation employees provided:
>
> 1. It subcontracts to a subcontractor or independent employer who his (sic) a collective bargaining agreement with the Union (i.e. Local 277); and provided
>
> 2. The subcontractor, or independent employer, hires the bargaining unit employees of the Company who are laid off, to perform the subcontract work (or other comparable employment) and accords them, under the collective bargaining agreement "at least the same wages, hours and working condition" enjoyed by them under the instant contract between the Company and the Union.

We agree with the judge that the arbitration award, "reaffirming" or interpreting contractual Article 30, violated Section 8(e) because it required the Employer to subcontract work only to an employer who is a signatory to a collective-bargaining agreement with the Respondent. Such a "union signatory" clause is secondary in character and, therefore, violates Section 8(e). *Retail Clerks Local 1288 (Nickel's Pay-Less Stores)*, 163 NLRB 817, 819 (1967).[2]

Contrary to our dissenting colleague, the effect of article 30, as interpreted by the arbitrator, is not limited to the preservation of bargaining unit work. This is so because the award on its face, in its first paragraph, dictates that the universe of potential subcontractors is limited to

[1] The correct name of the decision referred to in the first paragraph of the "Analysis and Conclusion" section of the judge's decision is *A. Duie Pyle v. NLRB,* 383 F.2d 772 (3d Cir. 1967).

[2] We note that, subsequent to the award, the Respondent embraced the award by notifying the Employer, on June 18, 1999, that it "accept(ed) the Award as written."

a subcontractor "who has a collective bargaining agreement with the Union." By doing so, the award plainly limits subcontracting to union "signatory" employers and thereby violates Section 8(e).[3]

As our colleague construes the arbitrator's award, the subcontractor will hire the unit employees and *then* will cover them with the union contract. However, the award reads precisely the other way. The subcontractor, in order to be eligible, must be signatory to a union contract. Secondly, the subcontractor must hire the unit employees.

Chairman Hurtgen agrees with the above, but also takes the following position. If the provision were sequentially reversed, i.e., providing that the subcontractor would hire the employees and then cover them with the union contract, the result should be the same. The Union may have a legitimate interest in securing jobs for the signatory's employees. And, the Union may have an interest in protecting its economic standards after the subcontractor hires employees. However, the Union has no legitimate interest in imposing a union contract on the subcontractor, a separate employer. Phrased differently, under the arbitral award, a subcontractor would not be eligible even if he hired the unit employees and applied to them the Union's economic standards. In order to be eligible, the subcontractor would have to be signatory to a union contract. That is, classically, a union-signatory requirement proscribed by Section 8(e). (Compare a lawful "union-standards" clause and an unlawful "union-signatory" clause. See *Orange Belt Dist. Council of Painters v. NLRB*, 328 F.2d 534.) In Chairman Hurtgen view, *Liquid Carbonic* is contrary to *Orange Belt* and he therefore would not follow it.

Accordingly, we adopt the judge's findings that the Respondent violated Section 8(e) as alleged.[4]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Local 277, International Brotherhood of Teamsters, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in the Order.

[3] *Liquid Carbonic Corp*., 277 NLRB 851 (1985), cited by the dissent, is distinguishable. In that case, unlike here, the contract provision did not limit subcontracting to union signatories, in the first instance.

[4] In finding the Sec. 8(e) violation, Member Truesdale relies solely on the arbitrator's interpretation of art. 30, as the complaint alleges. He finds it unnecessary to pass on the judge's finding that art. 30 on its face violates Sec. 8(e).

In adopting the judge's findings and recommended Order, Chairman Hurtgen does not adopt the judge's comment at fn. 2 of his decision that an award of damages for a violation of Sec. 8(e) is beyond the remedial scope of the Act.

MEMBER LIEBMAN, dissenting.

I would find that the arbitration award does not violate Section 8(e) because the primary effect of the award is the preservation of existing bargaining unit jobs.

The arbitration award at issue here requires the contracting employer to ensure (1) that the incumbent employees, who have traditionally performed the work at issue, will continue to perform that work in the event that the work is subcontracted; and (2) that these incumbent employees, when employed by the subcontractor, will continue to be covered under a collective-bargaining agreement with the Union providing at least the same terms and working conditions that they currently enjoy.

As construed by the arbitrator, the parties' contract does not provide for a "typical" subcontracting arrangement. More typically, a subcontractor either uses its own existing work force to perform the new subcontracted work or hires new employees, who are strangers to the work, to perform the new work. In those circumstances, a contractual provision that limits subcontracting to employers who are signatories to a union contract serves to satisfy general union objectives pertaining to a group of employees who have no previous direct relationship to traditional unit work. Absent such a relationship to traditional unit work, such "union signatory" clauses ordinarily are secondary in character and, therefore, violate Section 8(e). *Heavy Highway, Building & Construction Teamsters Council* (*California Dump Truck Owners)*, 227 NLRB 269 (1976); *National Woodwork Mfrs. Assn. v. NLRB*, 386 U.S. 612 (1967).

In the present case, however, the award requires the subcontractor to hire the incumbent employees who have traditionally performed the work, a primary objective. And, unlike a true "union signatory" provision, application of the contract here simply follows, and is incidental to, the preservation of the jobs and benefits of the employees who have traditionally performed the work at issue. Indeed, the award can only be satisfied by hiring the employees who traditionally have performed the unit work and is *not* satisfied simply by entering into a contract with an employer who is signatory to a union contract.[1]

In my view, this provision, as construed, is primary in character and, therefore lawful under Section 8(e). See *Liquid Carbonic Corp*., 277 NLRB 851 (1985) (contractual provision *not* violative of Section 8(e) when it required employer to arrange for continued employment of

[1] In my view, the concluding paragraphs of the award must be read together and in conjunction with one another. As such, I do not construe the award as "first" requiring the contracting employer to seek out only union signatories, as does the majority.

its drivers with subcontractor who would agree to provisions of entire collective-bargaining agreement).[2]

My colleagues construe the arbitration award here to first require the subcontractor to be a signatory to a union contract, and only second to require the subcontractor to hire the unit employees; indeed, they expressly distinguish *Liquid Carbonic* on that basis. Chairman Hurtgen, however, says he would reach the same result even if the sequence were reversed. In my view, the sequence makes no difference because Board precedent clearly indicates that where, as here, a provision requires continued application of an existing contract to incumbent employees after they are hired by a subcontractor, it is primary in character and does not violate Section 8(e).

It is well settled that "where the clause is not clearly unlawful on its face, the Board will interpret it to require no more than what is allowed by law." *Teamsters Local 982 (J. K. Barker Trucking Co)*., 181 NLRB 515, 517 (1970). Because the arbitration award interprets the parties' contract in a manner lawful on its face, I would dismiss the complaint.[3]

Accordingly, I would dismiss the complaint.

[2] Compare *Chicago Dining Room Employees Local 42*, 248 NLRB 604 (1980), where the provision at issue did not call for the hiring of incumbent unit hotel employees in the event the hotel was leased and the provision, therefore, violated Sec. 8(e). In contrast to the present case, the Board noted there that "(t)he clause does not in any way limit its effect to the preservation of the jobs of any unit employees that are employed in the leased portion of the hotel. Rather, it requires the leasee to become bound to the contract *regardless of whether or not those unit employees lose their jobs*" (emphasis added). 248 NLRB at 607. Compare also *National Maritime Union (Commerce Tankers Corp*.), 196 NLRB 1100 (1972), enfd. 486 F. 2d 907 (2d Cir. 1973), where the subject clauses required that, in the event of sale, the vessel would be sold "with the complement of employees who either are or shall be provided by the Union" and the signatory employer would require the purchaser to apply the terms of the Agreement. The Board found that these clauses violated Sec. 8(e) because, in the maritime industry, although each employee is referred to a ship on a permanent basis, when a ship is sold the employees lose their jobs and a new crew is referred through the Union's hiring hall. In light of this practice, the Board found that

> As a practical matter therefore . . . the clauses in question in fact *do not* protect [the vessel's workforce] at all in the event of sale, but instead . . . serve to preserve those *jobs* for those other seaman who may be eligible for referral through the NMU hiring hall at the port out of which the new owner is to operate. In these circumstances, these clauses place restrictions on sales which are not strictly "germane to the economic integrity of the principal work unit . . . . Instead they only insure that the purchasing employer is under contract with the NMU. Id. at 1101.

[3] Additionally, and apart from the arbitration award, I find that art. 30, on its face, does not violate Sec. 8(e). art. 30 appears to apply to the performance of unit work by nonunit persons or parties under the terms of the union-security provision of the agreement. On its face, art. 30 does not appear to limit "subcontracting" in a manner violative of Sec. 8(e).

Haydee Rosario, Esq., for the General Counsel.
Thomas Murray, Esq. (Spivak, Lipton, Watanabe, Spivak & Moss), for the Respondent.
Roger H. Madon, Esq. (Roger H. Madon, LLP), for the Charging Party.

DECISION

STATEMENT OF THE CASE

HOWARD EDELMAN, Administrative Law Judge. This case was tried before me on November 3, 1999, in Brooklyn, New York.

On June 24, 1999, J & J Farms Creamery, Co., Inc. (the Employer), filed an unfair labor practice charge against Local 277 International Brotherhood of Teamsters, AFL–CIO (Respondent). On August l8, 1999, a complaint issued alleging that Respondent had entered into an agreement prohibited by Section 8(e) of the Act.

On the entire record in this case, including my observation of the demeanor of the witnesses, and a consideration of the briefs filed by counsel for the General Counsel, counsel for the Employer, and counsel for Respondent, I make the following findings of fact.

The Employer is a New York corporation with its principal office and place of business located in Maspeth, New York, where it is engaged in the nonretail sale of dairy products. The Employer, annually, during the normal course of its business operations, purchases and receives at its Maspeth facility, goods and other materials valued at in excess of $50,000, directly from points located outside the State of New York.

It is admitted and I find that the Employer is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

It is also admitted, and I find that Respondent is a labor organization within the meaning of Section 2(5) of the Act.

At all times material herein, Respondent and the Employer have been parties to a series of collective-bargaining agreements covering a unit of the "Employers' chauffeurs, helpers, dairy and food handlers, egg handlers, egg inspectors butter packaging employees, cheese packaging employees, egg breakers and office employees."

The Employer employs 10 drivers, or chauffeurs, who are responsible for delivering its dairy products to various retailers. The Employer owns the trucks driven by its drivers.

The most recent collective-bargaining agreement is an extension of the prior agreement covering the period of March l, 1998, through February 28, 200l. Simon Friedman, an owner is responsible for handling all matters relating to the parties collective-bargaining agreements.

Sometime in January 1999, the Employer decided because of various economic considerations, and because of the growing practice of the industry to subcontract out delivery operations, that it would be expedient to discontinue its delivery operation, and to subcontract this part of its business to an independent trucker. On January 29, Friedman sent a letter to Respondent advising Respondent of its intention to discontinue its trucking operations and to meet with Respondent to bargain over the effects of this decision.

By a letter dated February 1, Respondent Attorney Ann Shulman informed the Employer that any subcontracting of the drivers work would be in violation of various provisions of their collective-bargaining agreement including article 30 of their agreement which provides.

> It is agreed that all merchandise sold to retailers shall be picked up and delivered *only by members of the Union, anything in this contract notwithstanding* [emphasis added].

Following Shulman's letter, Friedman met with Jasper Brown, Respondent president. Brown took the position that any subcontracting of the drivers work would be in violation of their agreement. Friedman reiterated his intention to subcontract out the driver's work, but proposed giving the drivers severance pay.

Another meeting was held in March. Present at this meeting were Friedman and Brown and the attorneys for both parties, Shulman for Respondent and Roger Madon for the Employer. Friedman again proposed a severance pay. Shulman reiterated the position taken in her February 21 letter.

On April 22, the Employer, pursuant to the terms of the collective-bargaining agreement made a demand for arbitration. On June 11, the arbitrator issued his decision. The arbitrator considered article 30, set forth and described above with article 29 of the parties' collective-bargaining agreement. Article 29 provides inter alia, that:

> The work shall be performed by the employees of the Employer employed pursuant to the wage scale and working conditions set forth in the agreement, or by employees of any other employer who enjoys at least the same wages, hours and working conditions as employees covered by the agreement.

The arbitrator concluded that the Employer may subcontract its trucking operations to a subcontractor and lay off its present trucking employees provided that it complies with the following:

> It subcontract to a subcontractor or independent employer who has a collective-bargaining agreement with the Union (i.e. local 27); and provided
>
> The subcontractor, or independent employer hires the bargaining unit employees of the Company who are laid off, to perform the subcontracted work (or other comparable employment) and accords them under the collective-bargaining agreement " at least the same wages, hours and working conditions" enjoyed by them under the instant contract between the Company and Union.

By a letter dated June 16, the Employers' attorney stated that he believed the arbitrator's award violated Section 8(e) of the Act and that he wanted to discuss a modification of the award. By a letter dated June 18, Respondent's attorney stated that she considered the award legal "since it is essentially a 'work preservation' which does not run afoul of 8(e)". Thereafter the Employer filed the instant charge.[1]

Analysis and Conclusion

Section 8(e) of the Act proscribes entering into any contract or agreement, express or implied, whereby an employer agrees not to handle products of, or agrees to cease doing business with, any other person. It does not prohibit all union-employer agreements which may have the incidental effect of a cessation of business with other employers. As observed by the Court in *National Woodwork Mfrs. Assn. v. NLRB,* 386 U.S. 612, 637–639 (1967), Congress intended that Section 8(e) of the Act would embody the same distinction between lawful "primary" and "unlawful" secondary activity which is contained in Section 8(b)(4) of the Act. Generally, contract clauses which seek to limit subcontracting of bargaining unit work to employers who maintain prevailing wages are lawful, as they are considered to effect a primary objective, i.e., the preservation of unit work. *Heavy Highway, Building & Construction Teamsters Council* (*California Dump Truck Owners)*, 227 NLRB 269 (1976). Accord, *A. Duie Pyle v. NLRB,* 383 F.2d 772, 777 (3d Cir. 1967).

The applicable standard for determining whether a contract clause contains a secondary objective which violates Section 8(e), was articulated by the Board in *Retail Clerks Local 1288 (Nickel's Pay-Less Stores),* 163 NLRB 817, 819 (1967), when it held that:

> Contract provisions are secondary and unlawful if they are to have as their principal objective the regulations of the labor policies of other employers and not the protection of the unit. *Typical of such proscribed provisions are those which limit subcontracting to employers who recognize the union or who are signatory to a contract with it.* [Emphasis added.]

Article 30 of the Parties' collective-bargaining agreement, which requires that all of the Employer's merchandise be picked up and delivered "only by members of the Union," clearly violates Section 8(e) of the Act, for two reasons. First, because of its secondary purpose in safeguarding the Union's interest and second, because is aimed at assisting union members in general. Further, Respondent's contention that article 29 of the agreement is a "work preservation" clause, which has as its primary objective preserving unit work, is not supported by the record evidence. The language of article 30, the language of the arbitration award, which requires the Employer to subcontract work only to an employer who has a collective-bargaining agreement with Respondent, and Respondent's attorney's assertion by her February 1 and June 18 letters, that

[1] The parties met after the charge was filed for the purpose of trying to settle the charge. Respondent objected to any testimony as it related to settlement negotiations, which Respondent Counsel argued were inadmissible under the Fed.R.Evd. Rule 408. I overruled Respondent's objection. Freedman's testified that during this meeting he agreed that he would subcontract the driving work to an independent employer who would provide the laid-off employees the same wages, hours, and working conditions they presently enjoyed under their present agreement with Respondent. However, Shulman, who was representing Respondent at this meeting took the position the arbitrator's award was legally correct, and that Respondent would continue to insist that any subcontract must be with an employer who has a collective-bargaining agreement with the Union. I conclude that I need not decide whether such testimony is within the probation of Rule 408 since Shulman has taken the same position in her February 1 and June 18 letters.

under the award the Employer is required "to stay with Local 277" demonstrate the unlawful nature of the agreement.

Moreover, although article 29 of the collective-bargaining agreement contains a valid "work preservation" clause aimed at preserving the wages and employment benefits of the employees in the unit, article 30 provides that all merchandise shall be picked up and delivered *"only by members of the Union, anything in this contract notwithstanding agreement to the contrary notwithstanding . . . "*(emphasis added). The clear meaning of article 30 is that it supercedes any article in the parties collective-bargaining agreement including article 29. In this regard, the arbitrator's award was consistent with such interpretation. His award provided that if the Employer subcontract unit work, such subcontract *must* be to a subcontractor, or independent employer who has a collective-bargaining agreement with the Union.

I find such interpretation is clear and unambiguous and is entirely consistent with the terms of the parties agreement, and Shulman's February 1 and June 18 letters to the Employer.

Section 8(e)'s "entering into" requirement pertains to both the initial agreement and any subsequent bilateral affirmation or interpretation which may be deemed unlawful. *Carpenters Local 745 (SC Pacific Corp.),* 312 NLRB 903 (1993), citing *Elevator Constructors (Long Elevators),* 289 NLRB 1095 (1988). Moreover, an arbitrator's award which violates Section 8(e) is sufficient to satisfy the "entering into" requirement to establish an 8(e) violation. See *Sheet Metal Workers Local 27,* 321 NLRB 540 (1996), (where the Board held that an arbitrator's award is sufficient to establish the requisite "agreement' for an 8(e) violation. In so doing, the Board relied solely on the arbitrator's unlawful interpretation of a valid subcontracting clause). See also *Carpenters Local 745 (SC Pacific Corp.),* 312 NLRB at 904 fn. 5, and *Teamsters Local 610 (Kutis Funeral Home Inc.),* 309 NLRB 1204 (1992). The instant case involves a contract clause and the arbitrator's award, which are facially unlawful. The award, which requires the Employer to subcontract work to an employer who has collective-bargaining agreement with Respondent, clearly runs afoul of Section 8(e) and thus, is sufficient to satisfy the "entering into" element of the violation.

Accordingly I conclude that article 30 of the parties collective-bargaining agreement, which supercedes all other articles in the agreement requires the Employer to subcontract only to a subcontractor who has a collective-bargaining agreement with Respondent is a clause prohibited by Section 8(e) and that the Employer comply with the agreement as interpreted by the arbitrator is a violation of Section 8(e) of the Act.[2]

[2] Counsel for the Employer seeks as part of an appropriate remedy that a recommended Order include that I sustain the arbitrators award in all respects except to recommend that those portion of the Agreement which are in violation of Sec. 8(e) be expungated. The Employer's attorney also requests that a recommended Order fashion a ruling that the Employer have the opportunity to prove its damages due to Respondents unlawful violation of Sec. 8(e). I conclude such proposed remedial action is beyond the scope of the Act. *Carpenters Local 745; Teamsters Local 610,* supra.

CONCLUSIONS OF LAW

1. The Employer is an employer, engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. By demanding in the June 18, 1999 letter that the Employer must comply with the arbitrator's decision interpreting the parties collective-bargaining argument to require any subcontract of bargaining unit work to be only with a subcontractor who has a collective-bargaining agreement with Respondent, Respondent has violated Section 8(e) of the Act.

REMEDY

I recommend an Order requiring Respondent to cease and desist from the conduct described in my conclusions of law and take the following affirmative action designed to effectuate the policies of the Act. I recommend Respondent notify the Employer in writing that it will no longer demand that the Employer subcontract its driving work, or any other unit work only to subcontractors who have a collective-bargaining agreement with Respondent. I also recommend that Respondent be ordered to post the attached notice to inform employees and members of this matter.

On these findings of fact, conclusions of law, and on the entire record, I issue the following recommended[3]

ORDER

Respondent, Local 277 International Brotherhood of Teamsters, AFL–CIO, its officers, agents and representatives, shall

1. Cease and desist from requiring J & J Farms Creamery Co., the Employer herein, to subcontract out its driving and delivery work, or any other unit work only to subcontractors or other employers who have a collective-bargaining agreement with Respondent or entering into any other agreement, express or implied, whereby an employer agrees to cease and refrain from handling, using, selling, transporting, or otherwise dealing in any of the products of any other employer, or from doing business with any other person in violation of Section 8(e) of the Act.

(a) Notify the Employer in writing the Respondent will no longer require the Employer to subcontract its driving, delivery work or any other unit work to an employer or subcontractor who has a collective-bargaining agreement with Respondent.

[3] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) Post at its offices and meeting halls copies of the attached notice marked "Appendix."[4] Copies of the notice, on forms provided by the Regional Director for NLRB Region 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately on receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Sign and return to the Regional Director of Region 29, sufficient copies of the notice for posting by J & J Farms Creamery Co., if willing, at all places where notices to employees are customarily posted.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provide by Region attesting to the steps that the Respondent has taken to comply.

[4] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL cease and desist from requiring J & J Farms Creamery Co., the Employer herein, to subcontract out its driving and delivery work, or any other unit work only to subcontractors or other employers who have a collective-bargaining agreement with Respondent or entering into any other agreement, express or implied, whereby an employer agrees to cease and refrain from handling, using, selling, transporting, or otherwise dealing in any of the products of any other employer, or from doing business with any other person in violation of Section 8(e) of the Act.

WE WILL notify the Employer in writing the Respondent will no longer require the Employer to subcontract its driving, delivery work or any other unit work to an employer or subcontractor who has a collective-bargaining agreement with Respondent.

LOCAL 277 INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, AFL–CIO